

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE COMMISSIONER OF COMMERCE

In the Matter of DACO, Inc., License No.
BC3180

FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION

The above-entitled matter came on for a hearing before Administrative Law Judge George A. Beck on March 30, 2005, April 4 and 18, 2005, at the Office of Administrative Hearings, 100 Washington Square, 100 Washington Avenue South, Suite 1700, Minneapolis, Minnesota 55401-2138. The OAH hearing record closed on April 18, 2005.

Michael Tostengard, Assistant Attorney General, 1200 NCL Tower, 445 Minnesota Street, St. Paul, Minnesota 55101, appeared on behalf of the Minnesota Department of Commerce ("Department"). Dennis Letourneau, Esq., Parkdale Plaza, 1600 South Highway 100, Suite 500, St. Louis Park, MN 55416, appeared on behalf of the Respondent, DACO, Inc.

NOTICE

This Report is a recommendation, not a final decision. The Commissioner of the Minnesota Department of Commerce will make the final decision after a review of the record. The Commissioner may adopt, reject or modify the Findings of Fact, Conclusions, and Recommendations. Under Minn. Stat. § 14.61, the final decision of the Commissioner shall not be made until this Report has been made available to the parties to the proceeding for at least ten days. An opportunity must be afforded to each party adversely affected by this Report to file exceptions and present argument to the Commissioner. Parties should contact Glenn Wilson, Commissioner, Minnesota Department of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55101, to ascertain to procedure for filing exceptions or presenting argument.

If the Commissioner fails to issue a final decision within 90 days of the close of the record, this report will constitute the final agency decision under Minn. Stat. §14.62, subd. 2a. The record closes upon the filing of exceptions to the report and the presentation of argument to the Commissioner, or upon the expiration of the deadline for doing so. The Commissioner must notify the parties and the Administrative Law Judge of the date on which the record closes.

STATEMENT OF ISSUE

Should the Commissioner revoke or otherwise discipline the residential building contractor's license of DACO, Inc. (DACO)?

Based on all of the proceedings herein, the Administrative Law Judge makes the following:

FINDINGS OF FACT

1. Gerald Zachman (Zachman) is the Qualifying Person for DACO.^[1]
2. DACO has been in business since 1968. DACO performs restoration and cleaning following fire losses and has ongoing relationships with many insurance companies.^[2]
3. On July 11, 1999, Melanie Halverson [Halverson] and Sue Nelson (Nelson) (collectively "homeowners") who reside at 2915 Logan Ave. North, Minneapolis, Minnesota, suffered a house fire.^[3]
4. Allstate, Inc. (Allstate) insured the homeowners.^[4]
5. On July 12, 1999, Steven Prosser, an adjuster for Allstate, inspected the home. Mr. Prosser estimated that total repairs would cost \$99,342.21.^[5] The homeowners were informed that they had only \$91,000 in insurance coverage.^[6]
6. Allstate hired DACO to secure the home, clean it and make the necessary repairs to the structure.^[7] DACO representatives walked through the home with Mr. Prosser and reviewed the scope of the work to be performed.^[8] DACO started work at the home about a week after the fire.^[9] DACO has had a working relationship with Allstate for over 30 years. DACO received a copy of Mr. Prosser's estimate of total repairs costing \$99,342.21. DACO was aware that the cost of repair exceeded the \$91,000 insurance coverage.^[10]
7. Ms. Halverson does not recall whether she signed a work authorization order authorizing DACO's repair work.^[11] She did tell DACO to go ahead with the repairs. Ms. Halverson does not recall if she had a copy of the Allstate adjuster's estimate.^[12]
8. DACO cannot find a copy of a signed work authorization. Mr. Zachman believes that he had Ms. Halverson sign a work authorization order before beginning work.^[13] Mr. Zachman was unable to definitively state whether DACO had a copy of the Allstate adjuster's estimate when DACO first talked to Ms. Halverson. DACO usually would have had the estimate, but sometimes they don't. Mr. Zachman was "pretty sure" Ms. Halverson had a copy of the adjuster's estimate.^[14] Doug Anderson, a DACO employee, recalled that the homeowners signed the work authorization order and the credit and changes order.^[15]
9. On July 20, 1999, DACO submitted a statement to Allstate for cleaning at the home.^[16]

10. On September 30, 1999, DACO prepared a list of credits (for restoration work that the homeowners decided was not to be done) and extra work that the homeowners wanted done beyond the original estimate. The document submitted in evidence is unsigned.^[17] Ms. Halverson recalled that she made an agreement with DACO regarding changes beyond the scope of the restoration. She asked DACO to open an entry in a wall, to move the location of some kitchen appliances, to upgrade the kitchen cabinets and to make other changes.^[18] These items were not related to the fire damage.

11. On October 25, 1999, DACO obtained permits from the City of Minneapolis for repair work at the home. The permit described the scope of work as follows: "Repair Fire Damage. Gut Living and Dining Rooms, Insulate, Install Drywall, Windows and Finishes."^[19]

12. DACO hired Mr. Rooter Plumbing as a subcontractor to performing plumbing work at the home.^[20]

13. DACO hired Modern-Tech, Inc. as a subcontractor to perform electrical work at the home.^[21]

14. On November 3, 1999, Modern-Tech obtained a permit from the City of Minneapolis to rewire the home due to the fire.^[22]

15. On November 22, 1999, Mr. Rooter Plumbing obtained permits from the City of Minneapolis for plumbing work at the home on November 22, 1999.^[23]

16. On December 1, 1999, Mr. Rooter Plumbing obtained additional permits from the City of Minneapolis for plumbing work at the home.^[24]

17. Final inspection of the home by the City of Minneapolis occurred on December 16, 1999.^[25] The homeowners moved back into the home in early December 1999.^[26] Ms. Halverson endorsed the final check from Allstate payable to the homeowners and to DACO and DACO, therefore, received full payment.^[27]

18. A number of items that were part of DACO's restoration work needed further attention and were repaired by DACO in 1999 and early 2000. However, some items were not properly repaired. These included:

- A. water leaking through a ceiling fan;
- B. the carpet installed was not the carpet chosen by the homeowner;
- C. the kitchen sink sprayer leaked and the drains had to be replaced;
- D. the kitchen cabinets warped and came off the walls;
- E. water ran down a bathroom vent when the shower was used;
- F. the kitchen ceiling light fell because it was installed improperly; DACO told Ms. Halverson that it would pay for a replacement light but it never did;
- G. the kitchen countertops were not level, did not fit properly and were installed with scratches and gouges;

- H. the baseboard was installed so that the refrigerator could not be moved out;
- I. the front door was warped and not plumb; and,
- J. the fireplace shield was not replaced.^[28]

19. Ms. Halverson understood that DACO was going to return to do outside work later in the spring.^[29] DACO told the homeowners it would return later to make any necessary additional repairs.^[30]

20. On February 18, 2000, Allstate notified the homeowners that it was not renewing the insurance policy.^[31]

21. The homeowners called or left messages with DACO concerning uncompleted repairs approximately 30 times during the spring of 2000.^[32]

22. DACO time records show 59 hours of work were performed at the home between January 3, 2000 and March 13, 2000.^[33]

23. During the summer of 2000, DACO became aware of an electrical wiring issue in the garage. Mr. Zachman spoke to Ms. Halverson about the garage. Ms. Halverson did not accept DACO's bid to do the electrical repair work on the garage. The garage repair was unrelated to the fire damage and there were no discussions about problems with the earlier repair work done by DACO on the home.^[34]

24. The homeowners hired attorney Steven P. Lundeen in the fall of 2000, to pursue the homeowners dispute with DACO.^[35]

25. On October 2, 2000, Allstate issued a check to Melanie Halverson, Steven P. Lundeen, and Robbinsdale Electric Co., Inc. for \$1341.00 for the electrical repairs.^[36]

26. On May 21, 2001, Ms. Halverson received a four-page estimate from Tom's Home Repair & Remodeling for possible work on her home. The total estimated cost was \$50,965.00. The estimate included some items related to earlier repairs by DACO, such as "inspect and adjust electrical problems" and "repair leak under sink and sprayer."^[37]

27. In May 2003, DACO received a copy of a complaint the homeowners submitted to the Better Business Bureau. DACO met with the homeowners, walked through the home and received a 41-item list of needed repairs from them.

28. During the summer of 2003, DACO looked for its file regarding the home but could not find it. DACO had no contact with the homeowners from July of 2000 to May of 2003.^[38]

29. On or about August 19, 2003, the Department received a complaint against DACO from Ann L. Bottolene, an attorney with the Lundeen Law Office, who represented the homeowners. The letter included an itemized list of 41 alleged construction defects.^[39]

30. On November 11, 2003, Ms Halverson, Ms. Nelson and Ms. Bottolene, met with Mr. Zachman and Doug Anderson from DACO and Mr. Prosser from Allstate.^[40]

31. On December 26, 2003, Gregg LeCuyer, Senior Investigator for the Minnesota Department of Commerce, sent a notice of complaint letter to Gerald Zachman at DACO. The letter stated in pertinent part:

Please provide this office with your written response to these allegations, and a description of what transpired by January 14, 2004. Please send copies of any contracts, payments and/or change orders. Mail to the attention of the investigator named below.^[41]

32. On or about January 14, 2004, Mr. LeCuyer received a voice mail message from Dennis R. Letourneau, attorney for DACO, stating that the parties had reached a settlement of the issues.^[42]

33. Mr. LeCuyer contacted Ms. Bottolene to confirm the settlement. She told Mr. LeCuyer that the parties had not settled.^[43]

34. Mr. Letourneau left a voice mail message with Mr. LeCuyer requesting an extension to respond to the written complaint.^[44]

35. On or about January 28, 2004 Mr. LeCuyer received a copy of a letter dated January 26, 2004 from Mr. Letourneau, attorney for DACO, to Ms. Bottolene listing items DACO was willing to repair or credit.^[45]

36. Mr. LeCuyer did not consider the January 26, 2004 letter a proper response to the Department's December 26, 2003 letter.^[46]

37. On January 29, 2004 Mr. LeCuyer wrote Mr. Letourneau advising him that:

- A. on December 26, 2003 Mr. LeCuyer sent a complaint letter to Gerald Zachman requesting a written response to the allegations in the complaint by January 14, 2004;
- B. the Department received the request for an extension to answer;
- C. the Department acknowledged receipt of Mr. Letourneau's January 26, 2004 letter to Ms. Bottolene;
- D. the January 26th letter did not respond to issues contained in the complaint;
- E. DACO had an established reputation with the Department for not responding to requests for information in a timely manner; and
- F. advised that failure to respond to requests from the Commissioner within the specified time was a violation of Minn. Stat. § 45.027, subd. 1a. with civil penalties up to \$10,000 per violation; and,
- G. failure to respond to correspondence might result in the Department issuing an Order to Appear and/or Order to Produce Documents. The letter stated that the Department must receive DACO's written response to the foregoing items by February 10, 2004.^[47]

38. According to the complaint, on February 10, 2004, the Department received a faxed copy of a letter from Mr. Letourneau to Ms. Bottolene, listing items

DACO was willing to repair or complete.^[48] Although Mr. LeCuyer referred to this fax in other exhibits and testimony, a copy of this fax was not submitted or received in evidence at the hearing.^[49]

39. On February 11, 2004, Mr. LeCuyer sent an email to Ms. Bottolene indicating that he had received a copy of DACO's February 9, 2005 letter and requested clarification from Ms. Bottolene on "this latest proposal" so that he could determine if DACO's February 9th letter was incomplete or misleading.^[50] The email referenced items by number, apparently using numbers contained in the February 9, 2005 letter.^[51]

40. Mr. LeCuyer's February 11th email stated that DACO's February 9th letter identified items 4, 13, 19, 24, 27, 28, 33, 39 and 40 as not included in the original complaint. Mr. LeCuyer asked Mr. Bottolene for an explanation.^[52] On February 19, 2004, Ms. Bottolene responded by email to Mr. LeCuyer, stating that items 4, 13, 19, 24, 27, 28, 33, 39, and 40 had to be addressed individually.^[53] Ms. Bottolene's email response to Mr. LeCuyer does not describe items 4, 13, 19, 24, 28, 39 and 40.^[54] Mr. LeCuyer testified that Ms. Bottolene responded to his request for information only in a general sense but that he believed it was an adequate answer.^[55]

41. The email exchange of February 11 and 19, 2004 also referred to certain credits provided by DACO to the homeowners. Mr. LeCuyer's February 10th email asked Ms. Bottolene to explain the credits. He asked why items 6, 17, 32, 36 and 43 were credited instead of completed. Ms. Bottolene's email to Mr. LeCuyer stated:

the final tally for Credits and Extras does not exist. According to Daco, all hard copy records for [Halverson] have been destroyed despite the company policy of retaining such records for 7 years. Also, the computer records for [Halverson] have also been lost or damaged. So the only records left are the papers Daco left with [Halverson]. [Halverson] had a copy of some proposed "Credits and Extras". However, in the end, DACO issued a check to [Halverson] for approximately \$1,300.00. Nothing in [Halverson's] records matches with this amount. The end result is that when DACO indicates that these items (# 6, 17, 32, 36, and 43) were credited to the homeowner, DACO has no real idea, nor any documentation to indicate, that the items were credited. [Halverson] is not aware that these items were credits.^[56]

42. Although the homeowner and DACO, with the assistance of their attorneys, discussed resolution of the dispute during January, February and March, 2004, there was no settlement agreement.

43. Mr. Zachman met with the homeowners in their home on March 15, 2004. When Mr. Zachman attempted to further negotiate the repairs, the homeowners asked him to leave. They believed that negotiations were complete and the repairs should have been started.^[57]

44. On March 26, 2004, the Lundeen Law Office faxed 49 pages of material to Mr. Letourneau. The fax included a March 26, 2004 letter from Ms. Bottolene to Mr. Letourneau advising him that Ms. Halverson did not accept the list of action items

contained in a March 22, 2004 letter from DACO to Ms. Halverson.^[58] The fax also included an undated 45-page handwritten letter from Ms. Halverson to “Steven.”

45. Ms. Bottolene concluded her March 26, 2004 letter to Mr. Letourneau: “I am now advising my clients to seek remedies available to them under the law. Please insure that you [*sic*] client ceases any and all contact with my clients.”^[59]

46. Mr. LeCuyer received a copy of the March 26, 2004 letter.^[60]

47. On April 5, 2004 Mr. LeCuyer wrote Mr. Letourneau. Mr. LeCuyer stated that he understood that DACO and Halverson had reached a written agreement on February 9, 2004 on the scope of the completion of the work but that DACO had failed to show up for appointments and that no work on the home was completed. The letter further advised that the Department was prepared to request that the Minnesota Attorney General prepare an Order to Show Cause to DACO. The letter concluded by offering to resolve the matter informally by entry into a Consent Order no later than April 19, 2004.^[61]

48. On May 12, 2004, Mr. Letourneau wrote Mr. LeCuyer. In his letter, Mr. Letourneau asserted that:

- A. DACO completed repairs on the home in December, 1999;^[62]
- B. DACO had no further contact with the homeowner until November 11, 2003, almost four years later, when Gerry Zachman met with Ms. Halverson, Ms. Bottolene and the Allstate adjuster; and,
- C. Ms. Bottolene’s March 26, 2004 letter prevented performance of any work.^[63] Mr. LeCuyer received the May 12, 2004 letter.^[64]

49. On June 23, 2004, the Minnesota Commissioner of Commerce issued a Notice of and Order for Hearing and Notice of Prehearing Conference (Notice) in this case. The Notice included the list of 41 alleged construction defects described in the August 19, 2003 complaint letter.^[65]

50. On June 30, 2004, a copy of the Notice in this matter was sent via certified U.S. mail to Respondent.

51. Mr. LeCuyer concluded that, based on his review of the information that had been provided to the Department, DACO was presenting misleading information to the homeowner and attempting to change the terms of agreements that it had reached with the homeowners.^[66]

Based upon the foregoing Findings of Fact, the Administrative Law Judge makes the following:

CONCLUSIONS

1. The Minnesota Commissioner of Commerce and the Administrative Law Judge have subject matter jurisdiction in this matter under Minn. Stat. §§ 45.027, 326.91, and 14.50.

2. Respondent was given timely and proper notice of the hearing in this matter.

3. The Department has complied with all substantive and procedural requirements of law.

4. Pursuant to Minn. Rules, pt. 1400.7300, subp. 5, the Department has the burden of proof to show by a preponderance of the evidence that DACO, Inc. has committed the violations alleged.

5. Minn. Stat. § 45.027, subd. 7(3), authorizes the commissioner to take disciplinary action against a licensee if: “the person has provided false, misleading, or incomplete information to the commissioner or has refused to allow a reasonable inspection of records or premises....”

6. The Department has not proved by a preponderance of the evidence that DACO’s submission to the Department was incomplete.

7. Minn. R. 2891.0030 requires contractors to have written contracts. The rule states:

Contracts between a contractor and a customer for the performance of a licensee’s services must be reduced to writing and must contain the following:

- A. a summary of the work to be performed;
- B. a description of materials to be used or a list of standard features included; and
- C. the total contract price, or a description of the basis on which the price will be calculated.

The licensee shall provide at no cost to the customer a copy of all written contracts between the licensee and its customer, including, but not limited to, proposals, quotations, change orders, and purchase orders at the time the document is executed.

8. The Department has not proved by a preponderance of the evidence that the DACO violated Minn. R. 2891.0031 since it failed to show that no contract or credits and extras agreements existed.

9. Minn. Stat. § 326.91, subd.1(4) and (6) provide that:

Subdivision 1. Cause. The commissioner may by order deny, suspend, or revoke any license or may censure a licensee, and may impose a civil penalty as provided for in section 45.027, subdivision 6, if the commissioner finds that the order is in the public interest, and that the applicant, licensee, or affiliate of an applicant or licensee, or other agent,

owner, partner, director, governor, shareholder, member, officer, qualifying person, or managing employee of the applicant or licensee or any person occupying a similar status or performing similar functions:

...

(4) has failed to reasonably supervise employees, agents, subcontractors, or salespersons, or has performed negligently or in breach of contract, so as to cause injury or harm to the public;

...

(6) has been shown to be incompetent, untrustworthy, or financially irresponsible;....

10. The Department proved by a preponderance of the evidence that DACO failed to reasonably supervise employees, agents, or subcontractors or has performed negligently or in breach of contract.

11. The Department failed to prove by a preponderance of the evidence that DACO has been incompetent, untrustworthy, or financially irresponsible.

12. After March 26, 2004, the homeowners prevented DACO's attempt to repair the home. Ms. Bottolene's letter of March 26, 2004 demands that DACO cease any further contact, not just communication, with the homeowners.

Based upon the foregoing Conclusions, the Administrative Law Judge makes the following:

RECOMMENDATION

IT IS HEREBY RECOMMENDED: that disciplinary action be taken against Respondent.

Dated this 18th day of May, 2005

s/George A. Beck
GEORGE A. BECK
Administrative Law Judge

Reported: 7 tapes. No transcript prepared.

NOTICE

Under Minn. Stat. § 14.62, subd. 1, the agency is required to serve its final decision upon each party and the Administrative Law Judge by first class mail or as otherwise provided by law.

MEMORANDUM

The Department failed to prove that DACO did not adequately respond to its request for information. The Department first requested information and documents from DACO on December 26, 2003. Mr. LeCuyer testified that the information submitted did not fully respond to the Department's requests. And from what exists in the record, it appears that DACO's response may not have matched the request. However, the ALJ is unable to compare the submissions to the requirements of the statute and rule, because, while the hearing record includes references to correspondence and information from DACO and its attorney, some documents were not offered or received as exhibits at the hearing. Mr. LeCuyer testified, and the exhibits collaborate, that he received copies of correspondence from Mr. Letourneau to Ms. Bottolene on or about February 9, 2004 and March 25, 2004 but this information was not offered or received as an exhibit. It is notable that the homeowner's attorney did not complain about a lack of a written contract. This suggests that the absence of a written contract was not thought to be a problem until the Department received the complaint and DACO could not locate a contract. At any rate, absent a complete record of the information the Department received, it is not possible to determine whether DACO provided the Department with false, misleading, or incomplete information.

The Department did not prove by a preponderance of the evidence that DACO did not have written contracts and work orders. The homeowner's testimony did not establish definitively that she did not sign a contract or other work order. Mr. Zachman testified that he used written agreements as a matter of course in his business. Doug Anderson testified on behalf of DACO that written contracts were signed with the homeowners. One unsigned work order was produced. DACO's records regarding the home were destroyed or lost. It is more likely than not that written agreements existed.

The Department did prove by a preponderance of the evidence that DACO failed to make necessary repairs in 1999-2000. The repairs that DACO failed to complete are set forth in Finding of Fact No. 18. It seems clear that DACO did make some progress on the repair list in early 2000, but did not complete all corrections despite numerous telephone calls by the homeowners. The homeowner's testimony established that repairs were needed to complete DACO's restoration work. DACO's testimony did not establish otherwise. DACO suggested that the problems were related to poor maintenance by the homeowners, but the repairs were items that DACO failed to correct. The problems were not caused by improper care by the homeowners.

However, there is no evidence that the homeowners complained about construction and repairs to the home from July 2001 to the summer of 2003, over three years after DACO last worked on the premises. During 2001 to 2003 the homeowners had repairs and work performed by other contractors. On March 26, 2004 the homeowners, through their attorney, instructed DACO not to go to the home and prevented any additional work on the home. These factors, along with the fact that DACO states that it still stands ready to make the repairs, are factors that may be weighed by the Commissioner in arriving at appropriate discipline.

G.A.B.

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- [1] Hearing Tape 5, Side A.
- [2] Hearing Tape 5, Side A.
- [3] Ex. 1, pp. 3-5; Hearing Tape 2, Side A; Ex. A, Ex. H.
- [4] Ex. 1, p. 3.
- [5] Ex. A.; Hearing Tape 5, Side A.
- [6] Hearing Tape 2, Side A.
- [7] Ex. 1., p. 3; Hearing Tape 2, Side A; Hearing Tape 5, Side A.
- [8] Hearing Tape 5, Side A.
- [9] Hearing Tape 5, Side A.
- [10] Hearing Tape 5, Side A.
- [11] Hearing Tape 2, Side A.
- [12] Hearing Tape 2, Side A.
- [13] Hearing Tape 5, Side A.
- [14] Hearing Tape 5, Side A.
- [15] Hearing Tape 6, Side A.
- [16] Ex. 1, pp. 6-9; Ex. O.
- [17] Ex. B.
- [18] Hearing Tape 2, Side A.
- [19] Ex. 1, p. 11.
- [20] Hearing Tape 2, Side A; Hearing Tape 5, Side A.
- [21] Hearing Tape 5, Side A.
- [22] Ex. 1, p. 17.
- [23] Ex. 1, p. 13.
- [24] Ex. 1, p. 15.
- [25] Hearing Tape 5, Side A; Ex. P.
- [26] Hearing Tape 2, Side A.
- [27] Hearing Tape 3, Side A.
- [28] Hearing Tape 2, Side A; Ex. E, pp. 5-49.
- [29] Hearing Tape 3, Side A.
- [30] Hearing Tape 2, Side A.
- [31] Ex. 1, p. 19.
- [32] Hearing Tape 2, Side A.
- [33] Ex. L.
- [34] Hearing Tape 5, Side A.
- [35] Hearing Tape 2, Side A.
- [36] Ex. N.
- [37] Ex. M.
- [38] Hearing Tape 5, Side A.
- [39] Ex. 1, pp. 3-4; Hearing Tape 1, Side A
- [40] Hearing Tape 5, Side A; Ex. F.
- [41] Ex. 1, p. 1; Hearing Tape 1, Side A.
- [42] Hearing Tape 1, Side A..
- [43] Hearing Tape 1, Side A.
- [44] Hearing Tape 1, Side A.
- [45] Hearing Tape 1, Side A; Ex. 2. Although this letter was referred to in other exhibits and testimony, a copy of this letter was not submitted or received in evidence at the hearing.
- [46] Hearing Tape 1, Side A.
- [47] Ex. 2.
- [48] Notice and Order for Hearing, par. 6.

- [\[49\]](#) See Ex. D; Hearing Tape 1, Side A.
- [\[50\]](#) Ex. D; Hearing Tape 2, Side A.
- [\[51\]](#) Compare Ex. D to Notice and Order for Hearing, par. 3; Ex. 1, p. 3-4.
- [\[52\]](#) Ex. D.
- [\[53\]](#) Ex. C.
- [\[54\]](#) Ex. C.
- [\[55\]](#) Hearing Tape 2, Side A.
- [\[56\]](#) Exs. C and D.
- [\[57\]](#) Hearing Tape 2, Side A.
- [\[58\]](#) Ex. E. pp. 2-3; Ex. F. Although the March 22, 2004 letter was referred to in testimony and was apparently received by the Department, it was not submitted or received in evidence at the hearing.
- [\[59\]](#) Ex. E.
- [\[60\]](#) Hearing Tape 2, Side A.
- [\[61\]](#) Ex. 3.
- [\[62\]](#) Note that Ex. L has DACO Inc. time records running through 3/13/2000.
- [\[63\]](#) Ex. F.
- [\[64\]](#) Hearing Tape 2, Side A.
- [\[65\]](#) Notice and Order for Hearing, par 3.
- [\[66\]](#) Hearing Tape 1, Side A; Hearing Tape 2, Side A.